

Appl. No. 09/606,435
Amdt. dated December 9, 2004
Reply to Office Action dated Aug. 9, 2004

Remarks/Arguments:

The Commissioner is hereby authorized to charge any additional fees connected with this communication or credit any overpayment to Garlick Harrison & Markison Deposit Account No. 502126.


Claims 1 and 9 were rejected under 35 U.S.C. 112 because the Examiner found the words "by way of one of a"; "over one of the"; "by way of one of a"; and "at least one of a" as not being clear. Each of these clauses contains "one of a" or "one of the" as a common element. For over 14 years, the applicant has used such language to refer to one of two or three different options. As the Examiner is well aware, it is impermissible to merely recite "A or B" in a claim unless A and B are part of a list or specified group. Accordingly, an old technique for solving this problem is to list the alternative options using the "one of" language to imply a list or group. The rejected claim language merely attempts to list the two options in an acceptable manner.

If this explanation is not satisfactory, the Applicant will gladly amend the claims to correct the deficiency.

Please direct any questions or comments to the undersigned attorney.

Respectfully submitted,

Date: January 10, 2005

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